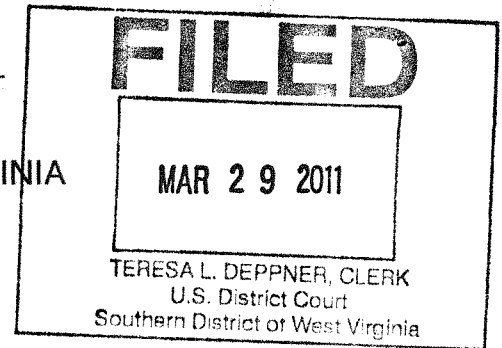


UNITED STATES DISTRICT COURT  
for the  
SOUTHERN DISTRICT OF WEST VIRGINIA  
Charleston



UNITED STATE OF AMERICA,  
Plaintiff,

v

Civil Action No. 2:11-cv-0101  
Judge Copenhaver

\$27,671.50, more or less,  
a financial instrument,  
Defendant.

Katherine Anne Hoover MD and  
John F. Tomasic,  
No pending federal charges.

MOTION TO REQUEST THAT JUDGE COPENHAVER RULE  
ON A PERJURY CHARGE AGAINST:  
MR. JAMES LAFFERTY AND MS. BETTY PULLIN

NOW COMES Katherine Anne Hoover MD, pro se, and requests that perjury charges be filed against Mr. James Lafferty and Ms. Betty Pullin pursuant to 28 U.S.C. S 1746.

First the Court and the Federal government have no jurisdiction over the practice of medicine and the search and seizure warrants should never have been issued by Magistrate Judge Mary Stanley. Title 21 801(a)(3)(C) separates the practice of medicine from law enforcement. Police officers, attorneys and judges are not able to judge the practice of medicine. The search and seizure warrant issued against WesBanco Account xxxx3002 was obtained without subject matter jurisdiction and based upon a false affidavit. A Motion to reconsider the final Order in Magistrate Case No. 2:10-mj 0029 has not received a response, so this in rem action is moot.

The money that was in WesBanco Account xxxx3002 was from two deposits: \$5,000.00 deposited in 2001 and \$22,000.00 deposited on March 12, 2004. The remaining money was interest on these two deposits. The deposit in 2001 was prior to Dr. Hoover's contracting to provide medical services in Williamson, West Virginia. The \$22,000.00 deposited on March 12, 2004 was a gift to Dr. Hoover from her parents which is demonstrated by the attached bank statement from the

trust account belonging to Dr. Hoover's parents: Margaret and Herbert Hoover. Exhibit B is a letter from Dr. Hoover's mother. The records from WesBanco were in the possession of the United States Attorney's office and/or the FBI for over one year. These records were returned to Dr. Hoover's son on March 7, 2011. Ms. Pullin makes multiple assertions that she knows to be false. The particular assertion regarding this account is in paragraph 14 "...Inasmuch as Hoover's primary if not sole source of income since at least 2004 was from her employment as a staff physician with the clinic..." is false. The bank records clearly demonstrate the deposits. The bank records from Fidelity Investments confirm the source of the \$22,000.00 deposit.

WHEREFORE, Katherine A. Hoover requests that this in rem action be dismissed with prejudice and that the Court discipline Mr. Lafferty and Ms. Pullin to the full extent of the law. Further, Dr. Hoover requests that the Court awards costs and damages to them in addition to returning her money.

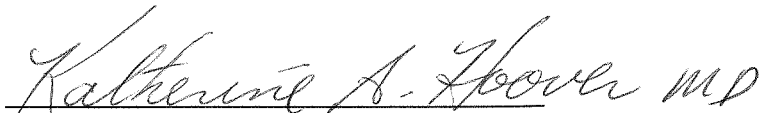
Respectfully submitted,



Katherine A. Hoover

#### CERTIFICATE OF SERVICE

I, Katherine A. Hoover, hereby certify that a true and correct copy of the foregoing MOTION TO HAVE JUDGE COPENHAVER RULE ON A PERJURY CHARGE AGAINST MR. JAMES LAFFERTY AND MS. BETTY PULLIN is sent by Fed-ex to the United States Attorney's office for the Southern District of West Virginia 300 Virginia Street, East, Charleston, West Virginia 25301 on March 28, 2011.



Katherine A. Hoover MD

c/o Dr. Norman Gay

N-3222

West Bay Medical Clinic

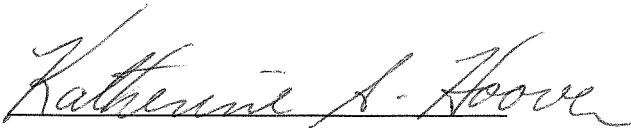
West Bay Street

Nassau, Bahamas

VERIFICATION

I, Katherine A. Hoover, declare under penalty of perjury as provided in 28 USC S 1746 that the foregoing Motion is true and correct to the best of my knowledge, except where it is stated that it is upon information and belief, in which case, I believe it to be true.

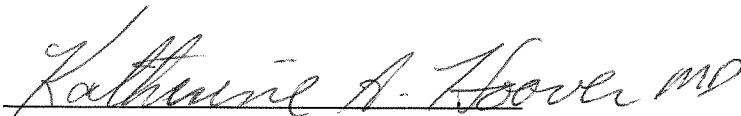
Executed on 28<sup>th</sup> March, 2011



Katherine A. Hoover  
c/o Dr. Norman Gay  
West Bay Street  
Nassau, N.P., Bahamas  
242-525-4018

OATH:

The facts written above and in attached documents are known by me to be true or are believed to be true.



Katherine A. Hoover MD

Subscribed and sworn before me this 28<sup>th</sup> day of March, 2011.



Notary: Tanya L. Kemp J.P.

**TANYA L. KEMP-SAWYER**  
Justice of the Peace  
New Providence, The Bahamas  
Tel: 328-5568 Fax: 322-4768



## March 1, 2004 - March 31, 2004

### Investment Activity

**Cash Management Activity**

Check #	Date	Code	Amount
1053	3/15		
<b>Total</b>			<b>-\$22,000.00</b>

Date	Amount	Balance	Date	Amount	Balance
3/01	\$554.20	\$204,248.73	3/15	-21,800.60	183,910.95
3/10	1,462.82	205,711.55	3/16	811.80	184,722.75

Exhibit B

March 14, 2011

P.O. Box 194

Milford MI 48381

To Whom it may Concern:

Enclosed is our Fidelity  
Account statement for

March 1-31, 2004, showing  
that our check # 1053 in the  
amount of \$22,000 and made  
out to our daughter, Katherine  
Hoover, on 3/12/04. This  
represents gifts from each of us  
to her of \$11,000 - the maximum  
allowed at that time.

Sincerely yours,

Margaret A. Hoover MEE  
Herbert D Hoover by Trust



# FedEx Express

## Expanded Service International Air Waybill

Not all services and options are available to all destinations.

**1 From**

Date 3/28/10 Sender's FedEx Account Number 242-

Sender's Name Katherine Hoover Phone 525-4018

Company C/O Dr. Norman Gay

Address N-3222 West Bay Med. Ctr.

Address West Bay St

City Nassau State N. P.

Country Bahamas ZIP Postal Code

**2 To**

Recipient's Name Teresa Deppaver Phone 347-3000

Company Clerk of Court

Address US District Court SDWV

Address 300 Virginia St St. 2400

City Charleston State WV

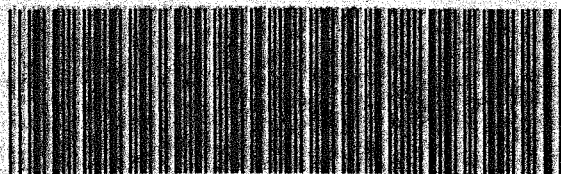
Country USA ZIP Postal Code 25301

Recipient's Tax ID Number for Customs Purposes  
e.g., GST/RFC/VAT/IN/EIN/ABN, or as locally required.

**3 Shipment Information**

Total Packages 1 Total Weight 0.5 ☒ lbs. ☐ kg DIM L / W / H ☐ in. ☐ cm

Commodity Description DETAIL REQUIRED	Harmonized Code	Country of Manufacture	Value for Customs REQUIRED
<u>Doer</u>			

**4a Express Package Service** Packages up to 150 lbs./68 kg

1 ☒ FedEx Intl. Priority 6 ☐ FedEx Intl. First Available to select locations; Higher rates apply. 3 ☐ FedEx Intl. Economy FedEx Envelope and FedEx Pak rate not available.

**4b Express Freight Service** Packages over 150 lbs./68 kg

70 ☐ FedEx Intl. Priority Freight 86 ☐ FedEx Intl. Economy Freight

Booking Number REQUIRED  
Please call your local FedEx office to book shipments.

**5 Packaging**

\*These unique brown boxes with special pricing are provided by FedEx for FedEx Intl. Priority only.

6 ☒ FedEx Envelope 2 ☐ FedEx Pak 3 ☐ FedEx Box 4 ☐ FedEx Tube  
1 ☐ Other PW ☐ FedEx 10kg Box\* PX ☐ FedEx 25kg Box\*

**6a Special Handling**

1 ☐ HOLD at FedEx Location 3 ☐ SATURDAY Delivery Available to select locations for FedEx Intl. Priority and FedEx Intl. Priority Freight only.  
Does this shipment contain dangerous goods? One box must be checked/ticked.  
☐ No 4 ☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required.  
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.  
6 ☐ Dry Ice Dry ice, 9 UN 1845 x kg  
CA ☐ Cargo Aircraft Only

**6b Broker Selection**

Not available with FedEx Intl. First.

40 ☐ Intl. Broker Select To specify a broker other than FedEx.

Broker's Name

City / State / Province / Country

ZIP / Postal Code

REQUIRED

Phone

**7a Payment Bill transportation charges to:**

1 ☐ Sender Acct. No. in Section 1 will be billed. 2 ☐ Recipient 3 ☐ Third Party 4 ☐ Credit Card 5 ☐ Cash Check/Checkue  
Enter FedEx Acct. No. or Credit Card No. below.  
Total Transportation 432.00  
Credit Card Exp. Date 30/1/2010

**7b Payment Bill duties and taxes to:**

ALL shipments may be subject to Customs charges, which FedEx does not estimate prior to clearance.

1 ☐ Sender Acct. No. in Section 1 will be billed. 2 ☐ Recipient 3 ☐ Third Party 5 ☐ Cash Check/Checkue  
Enter FedEx Acct. No. below.

**8 Your Internal Billing Reference**

First 24 characters will appear on invoice.

**9 Required Signature**

Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this shipment does not require a U.S. State Department license. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract.

**WARNING:** These commodities, technology, or software were exported from the United States in accordance with U.S. Export Administration Regulations. Diversion is prohibited. ITCS (unclassified)